

VILLAGE OF ANGEL FIRE
Angel Fire NM 87710
(575) 377-3232
PUBLIC NOTICE
Council Meeting
Tuesday March 10th at 5:30pm at Village Hall

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Approval of Consent Agenda

1. Approval of the February 10th Regular Council Meeting Minutes

Requests and Responses from the Audience (Limited to 3 minutes)

Announcements and Proclamations

Reports

1. Governing Body Report

2. Manager's Report

3. Staff Report

Old Business- None

New Business

- A. Update Regarding Potential Community Solar Array Project at Allen Fields With Luis Reyes of Kit Carson**
- B. Approval/Ratification of Village Settlement with Angel Fire Resorts Operations, LLC, dated February 16th, 2015 Regarding RV Resort Project and Mobile Home Estates' new Sewer Line Extension, Costs therefor Connection thereto, Decommission of Mobile Home Estates Lagoon and the Village Acceptance of this new Sewer Line Extension and Easements therefor.**
- C. Discussion/Approval to Accept Grant Monies From the NM State Fire Protection Fund in the Amount of \$52,000 for the Design and Plans of Station #3**
- D. Discussion / Approval to Participate in the Implementation of the 2015 Hazardous Fuel Treatments on Non-Federal Lands**
- E. Discussion/ Approval of Resolution 2015-04 a Resolution Authorizing the Submittal of an Application for the 2015-2016 NM Department of Transportation Municipal Arterial Program Improvements to Camino Grande ,Phase III**
- F. Discussion/ Approval of Resolution 2015-05 a Resolution Approving a Grant Agreement Between the NM Department of Transportation and the Village of Angel Fire for the Recreational Trails Program**
- G. Discussion / Approval of Resolution 2015-06 a Resolution for Approval to Participate in the Local Government Road Fund Cooperative Agreement Program for FY 2015-2016**

Terry Cordova, Village Clerk

Barbara Cottam, Mayor

Post: 3/5/2015

THE PUBLIC IS INVITED TO ATTEND

Next Regular Council meeting will be: April 14th at 5:30 pm

Subject to Change Until: Friday March 6th at 5:30pm

AGENDA MAY BE PICKED UP AT THE VILLAGE HALL

3388 MOUNTAIN VIEW BLVD., ANGEL FIRE, NM 87710

AGENDA MAY ALSO BE VIEWED AT OUR WEBSITE: ANGELFIRENM.GOV

IF YOU ARE AN INDIVIDUAL WHO IS IN NEED OF ANY AUXILIARY AID OR SERVICE TO ATTEND THE MEETING ,PLEASE CONTACT THE VILLAGE CLERKS OFFICE 48 HOURS PRIOR TO THE MEETING .

VILLAGE OF ANGEL FIRE
Council Regular Meeting Minutes
Tuesday February 10th, 2015 at the Village Hall
DRAFT

Call to Order

Mayor Cottam called the meeting to order at 5:30 PM

Pledge of Allegiance

Mayor Cottam called for the Pledge of Allegiance.

Roll Call

Present were Mayor Cottam, Mayor Pro-tem Howe, Councilor Germscheid, Councilor Colenda, Councilor Lanon. Also present were Interim Village Manager Richard Tafoya, Village Clerk Terry Cordova and Village Attorney Joe Canepa. A quorum was present.

Approval of Agenda

Mayor Pro-tem Howe made the motion to approve the agenda, Councilor Germscheid seconded.

Motion carried 4-0

Approval of Consent Agenda

1. Approval of January 13th Regular Council Meeting Minutes

Mayor Pro-tem Howe made the motion to approve the consent agenda, Councilor Germscheid seconded. Motion carried 4-0

Requests and Responses from the Audience (Limited to 3 minutes)

Tim Herfel – Stated that he checked on the solar panels in the field in back of village hall and will do a report for the village to submit to Kit Carson so we can get our refund.

Announcements and Proclamations –None

Reports:

a. Governing Body Report

Mayor Pro-tem Howe reported that the military appreciation and adaptive ski program is coming up on January 21. He asked Rick Sprout to stand and thanked him for all his hard work. The program is so well planned that the hotel is sold out as well as the dinner.

Councilor Germscheid reported that a meeting with the New Mexico Mortgage and Housing Finance Authority in which council attended went well, she would like to postpone the discussion until the March meeting to give Tim Herfel and his wife to research possible options.

b. Manager's Report- None

c. Staff Reports

Brad McCaslin, Police Chief, gave a report on the police department (see attached)

Amos Torres, Water/Wastewater Superintendent gave an update on the repair to coffee well 2(see attached)

Shay Tibljas, Community Center Supervisor, gave a report on the condition of the roof in the rotunda at the community center.

Rick Sprout, Wildfire Protection Committee Chair, gave an update on the work being done by the committee. (see attached)

Old Business-None

New Business

A. Discussion /Approval of Resolution 2015-02 a Resolution Amending the PID Development Agreement

Sally Sollars, PID District Manager explained that this proposed amendment to section 6 of the development agreement is to recognize the AFPID's use of either statutorily sanctioned collection and foreclosure procedures, or, those procedures detailed in the development agreement. The amendment preserves the district's ability, in its sole

1 discretion ,may either avail itself of all statutes relating to the levy and collection of
2 property taxes ,including statues relating to the collection of delinquent taxes and sale
3 of property for nonpayment of taxes ,or, may opt to use the collection ,foreclosure and
4 redemption procedures for delinquent special levies detailed in the amendment . Joe
5 Canepa, Village Attorney added that he has read and given his approval of this
6 amendment. Mayor Pro-tem Howe made the motion to approve resolution 2015-02 a
7 resolution amending the PID development agreement. Councilor Colenda seconded.
8 With no discussion he motion carried 4-0 with Mayor Pro-tem Howe-aye, Councilor
9 Germscheid-aye, Councilor Lanon -aye, Councilor Colenda -aye.

- 10 **B. Discussion /Approval of Resolution 2015-03 a Resolution Granting a Sign**
11 **Variance of Forty Three Feet for an Entrance Sign Located at 27500 Highway 64**
12 **Burk Smith, Building Official explained that this request is in keeping with the**
13 **recreation area signage, the zone is zone C-2. The requirement of C-2 is that the sign be**
14 **32 square feet in area. On premises signs per 9-12D-5, paragraph C states that a free**
15 **standing entry sign shall be a maximum of seventy five (75) square feet. The resort is**
16 **asking for a variance for a 75 square foot sign at the entrance to the RV park. This was**
17 **approved at the time of submittal in error. Mayor Pro-tem Howe made the motion to**
18 **approve resolution 2015-03 a resolution granting a sign variance of forty three feet for**
19 **the entrance sign located at 27500 highway 64. Councilor Lanon seconded. With no**
20 **discussion the motion carried 4-0. Councilor Germscheid disclosed that she worked for**
21 **the resort, councilors had no objection to her voting. Mayor Pro-tem Howe -aye,**
22 **Councilor Germscheid -aye, Councilor Lanon-aye, Councilor Colenda -aye.**

23 **C. Executive Session Per NMSA 10-15-1H (8)**

24 **1. Disposition of Real Property /Water Rights**

25 **A. Agreement Between the Village of Angel Fire and Angel Fire Resort**
26 **Operations , LLC of Lots 2,3,4,5,6,and 7 a/k/a Plaza Del Sol /Liberty**
27 **Square/Lagoon Property**

28 Mayor Pro-tem Howe made the motion to go into executive session at 6:02pm to discuss an
29 Agreement between the Village of Angel Fire and Angel Fire Resort Operations, LLC of
30 lots 2, 3, 4, 5, 6, and 7 a/k/a Plaza Del Sol/ Liberty Square /Lagoon Property. Councilor
31 Colenda seconded . With no discussion the motion carried 4-0 with Mayor Pro-tem Howe –
32 aye, Councilor Germscheid -aye, Councilor Lanon-aye, Councilor Colenda-aye.

33
34 Mayor pro-tem Howe made the motion to come out of executive session at 7:03pm.
35 Councilor Germscheid seconded. With no discussion the motion carried 4-0 with Mayor Pro-
36 tem Howe-aye Councilor Germscheid-aye, Councilor Lanon-aye, Councilor Colenda -aye.

37
38 Mayor Cottam stated the council was out of executive session and the only items on the
39 agenda were discussed and no decisions were made.

40
41 Mayor Pro-tem Howe made the motion to authorize the Mayor, Manager and Village
42 Attorney to negotiate a final agreement regarding Mobile Homes Estates. Councilor
43 Colenda seconded With no discussion the motion carried 4-0. Councilor Germscheid
44 disclosed that she worked for the resort , councilors had no objection to her voting . Mayor
45 Pro-tem Howe-aye, Councilor Germscheid -aye, Councilor Lanon-aye. Councilor Colenda-
46 aye.

47
48 Joe Canepa , Village Attorney added that Mobile Home Estates was an issue as part of this
49 agreement concerning Plaza Del Sol.
50
51
52
53

Adjournment

Councilor Lanon made the motion to adjourn at 7:00pm, Councilor Germscheid seconded. Motion carried 4-0

Passed, Approved and Adopted on this 10th day in March, 2015

Barbara Cottam, Mayor

ATTEST:

Terry Cordova, Village Clerk

**ANGEL FIRE
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 02/10/2015
Page : 1
Agency : AFPD

Calls For Service Totals By Call Type in Beat

12/31/2014 to 01/31/2015

Call Type		Totals
Beat	AF	
10-44	Property Accident	2
10-57	Drunk Person	5
AOA	Assist Other Agency	3
B&E	Breaking and Entering	2
LARCENY	Larceny	1
LITTER	Littering	1
PRACC	Private Property Accident	2
S11	Abandoned Vehicle	3
S13	Suspicious Vehicle	1
S13P	Suspicious Person	1
S21A	Burglary Alarm	1
S21V	Burglary of Vehicle	1
S22D	Domestic	3
S22N	Noise Complaint	1
S3	Hit and Run Accident	2
S33	Shoplifting	1
S34	Criminal Damage	3
S37	Suspicious Incident	2
S38	Theft	1
S40	Alarm	3
S42	Trespassing	1
S42N	Trespass Notice	1
S45	Shots Fired	1
S48	Animal Complaint	6
S66	Lost / Found Property	1
S7	Unattended Death	1
Beat	AF	
Total for Beat		50
Grand Total for all calls		50

**ANGEL FIRE
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 02/10/2015
Page : 1
Agency : AFPD

Citation Totals By Violation

12/31/2014 to 01/31/2015

Violation		Total
12-6-1.1	SPEEDING	1
12-6-12.6(A)(6)	DRIVING ON A SUSPENDED LICENSE	1
12-6-6.1	Parking Prohibited in Specified Pla	1
5-2B-4(A)	DISORDERLY CONDUCT (Violent, Abusive	1
5-2C-1(A)	CRIMINAL DAMAGE (Private Property)	1
5-2C-4(C)(1)	SHOPLIFTING (Poss, converting w/o p	1
5-3A-3	NOISY ANIMALS	1
Grand Total		7

**ANGEL FIRE
POLICE DEPARTMENT**

3465 MOUNTAIN VIEW BLVD
ANGEL FIRE, NM 87710

Date : 02/10/2015
Page : 1
Agency : AFPD

Arrest Totals By Violation

12/31/2014 TO 01/31/2015

Violation		Total
30-14-8A	BREAKING & ENTERING	1
30-15-1	CRIMINAL DAMAGE TO PROPERTY	1
5-2B-4(A)	DISORDERLY CONDUCT...	1
5-2C-1(A)	CRIMINAL DAMAGE (Private Property) <...	1
5-2C-4(C)(1)	SHOPLIFTING (Poss, converting w/o...	1
5-3A-3	NOISY ANIMALS	1
Grand Total		6

Village of Angel Fire Coffey II Well Repair update

Dennis Engineering, on behalf of the Village, has submitted the plans and specifications for the construction of the building to CID for their approval. These plans have been reviewed and approved by CID. Approval is for the building alone and does not include any electrical or other components. Construction of the building must start by May 12, 2015 with this approval. The following is a time line that is expected in order to meet this building time deadline.

1. Advertise for construction – week of February 9-13.
2. Pre –Bid showing – March 4th
3. Bid opening – March 17th
4. Presented to Village Council for award consideration – March 24th.

Well and electrical components of the project will be completed at a later date as funding is available. Complete project is expected to be completed within the next fiscal year.

Wildfire Protection Committee Update for Village Council
February 10, 2015

- **Work since Last Fall**
 - Develop new ordinance proposal incorporating community input
 - Begin five-year update of CWPP
 - Recommendation for Village Forester recruitment and hire
 - Continue E&O
- **New Ordinance**
 - Approved as “Committee Draft” for further community input
 - No deadline to bring to Council, but perhaps in June after thorough vetting
- **Five-Year Update to Community Wildfire Protection Plan**
 - Necessary for many grant and funding opportunities
 - Previous contractor bid was minimum of \$18K to maximum of \$63K
 - Committee motion recommended Village do as much in house as possible and Committee will help.
 - Committee workgroup has created a new Appendix that addresses are original CWPP recommendations for status, priority, responsibility and completion date.
- **Village Forester**
 - Top priority of any actions for the Village, Committee voted that Village proceed
- **Education and Outreach**
 - Committee will use media, community groups, and Open House in Spring



Monday, February 16, 2015

Village Council
Village of Angel Fire
P.O. Box 610
Angel Fire, NM 87710

*Re: Second Request for Acceptance of Water and Sewer Line Extensions – Angel Fire
RV Resort/Mobile Homes Estates, Angel Fire, New Mexico*

Dear Council:

Subject to the terms and conditions set forth hereinafter, Angel Fire Resort Operations, LLC ("Resort"), hereby formally requests that the Village of Angel Fire ("Village") accept the Angel Fire RV Resort water and sewer main line and extension as set forth and highlighted in Exhibit "A", attached hereto and incorporated herein. Please include this request on the Council next agenda for determination.

The Resort will dedicate said lines and utility easement subject to the following terms and conditions:

1. The Resort will grant a utility easement to the Village that will extend 8' from the center line on each side of the water and sewer lines (where the lines run parallel, the utility easement will be measured from the outside line and will be minimum of 16 feet in width);
2. The Village agrees to accept the water and sewer lines as highlighted and set forth in Exhibit "A" for all repairs, operations and maintenance;
3. The Village understands and agrees that maintenance, operations and repair activities on these lines will be non-destructive, "best-repair" methods and will use only existing roads and thoroughfares for access to said lines;
4. The Village agrees to pay one – half (1/2) of the construction costs to the Resort for the additional line extension as set forth in the Invoice attached hereto and incorporated herein as Exhibit "B". Upon payment by the Village to the Resort of ½ of said construction costs (\$ 67,292.40/Exhibit B) in total amount of \$33,646.20, the Resort will accept such payment in full satisfaction of its claim for reimbursement for such construction costs and by acceptance of such payment discharges and releases the Village from any past, present or future claims therefor such construction costs.
5. Upon acceptance of these terms and conditions, the Resort (at its costs) will instruct its contractor to connect Mobile Home Estates to the main sewer line; the Village will connect (at its costs) to the main water line;
6. The Resort will assign its construction contract warranty for both lines to the Village; and
7. The Village agrees to rehabilitate the Mobile Homes Estate Lagoon (at its costs) as set forth in Water Transfer Agreements and Quit Claim said property back to the Resort.

P.O. BOX 130 · ANGEL FIRE, NEW MEXICO 87710 · 575-377-4239 · FAX 575-377-4340
www.angelfireresort.com



The lines have been constructed pursuant to Village standards and properly inspected. The Resort therefore respectfully requests that the Village now formally accept said lines subject to the terms and conditions set forth herein, for maintenance, operations and repair.

Sincerely,

ANGEL FIRE RESORT OPERATIONS, LLC

Daniel Rakes
General Counsel

Approved and agreed to this 10 day of February 2015 by the Angel Fire Village Council.

Village of Angel Fire

Honorable Barbara Cottom

Attest:
Village Clerk

Cc: Joe Canepa, Attorney at law



P.O. Box 348 El Prado, New Mexico 87529
(575) 758-4395 Phone (575) 737-9487 Fax

An Equal Opportunity Employer

October 2, 2014

Mr. Doug Patterson
LDG Architects
122A Dona Luz St.
Taos, NM 87571

Re: Angel Fire RV Resort

Mr. Patterson,

Please accept our subcontractors proposal for performing the Village of Angel Fire portion of utility work on the referenced project. We request a 15% prime contractor mark-up on this work resulting in a price of \$62,634.00 excluding GRT.

We appreciate your attention to this matter.

Sincerely,

C. Wayne Frasier
C. Wayne Frasier



P.O. Box 348 El Prado, New Mexico 87529
(575) 758-4395 phone (575) 737-9487 fax

October 2, 2014

Angel Fire Resort Operations, LLC.
10 Miller Lance
Angel Fire, NM 87710

INVOICE

Village of Angel Fire portion of utility work at Angel Fire RV Resort	\$62,634.00
NMGRT 7.4375%	\$ 4,658.40

Total Amount Due \$67,292.40

TLC Proposal Page One

FROM: TLC Plumbing & Utility
5000 Edith Blvd NE
Albuquerque, NM 87107
(505) 761-9696
(505) 761-5559 fax

Date: October 2, 2014

Job Name: Angel Fire RV Resort Sewer & Water

Job Location: Angel Fire, NM

Item #	Item Description	Quantity	Unit	Unit Price	Amount
Sanitary Sewer per Sheets C3.00 - C3.08					
7	8" Sanitary Sewerline	630	lf	\$30.00	\$18,900.00
11	4' Diameter Sanitary Sewer Manhole	3	each	\$3,800.00	\$11,400.00
Water per Sheets C3.00 - C3.08					
20	8" Waterline	862	lf	\$27.50	\$23,705.00
22	8" Gate Valve	1	each	\$1,540.00	\$1,540.00
26	6"-8" Megalugs	4	each	\$80.00	\$320.00
27	6"-8" MJ Fittings	500	lbs	\$2.15	\$1,075.00

EXCLUSIONS:

Add 1 1/2% for bond
All Other Plan Sheets Not Listed Above
Backflow Preventor and Hot Gas
Construction Water
Demolition (Removals & Replacements of any kind)
Dewatering
Import / Export of dirt (Using Excavated Material AS Backfill Material)

HAAGR Tax
Permit Fees
Pipe bedding
Rock Excavation
Staking / Surveying
Testing Fees
Traffic control/ barricading

Job is figured to be done in one move-in per work category. Extra move-ins will be at the rate of \$1000.00 each.

NM DEPT OF LABOR REGISTRATION NUMBER 001512006701

WAGE DECISION: N/A

BID DATE: 10/2/2014

TOTAL CONSTRUCTION COST:

\$56,940.00

NOTICE: Neither the Contractor's License Bond nor the license issued under 60-13-19 of the Construction Industries Licensing Act protects the consumer if the contractor defaults on this contract.

Payment will be made as follows:

Upon completion of the work or on a monthly schedule, whichever is sooner.

Acceptance proposal—the above prices, specifications and conditions are satisfactory and are hereby accepted to do the work as specified. Payment will be made as outlined above.

If accepted, this proposal will become a part of the contract documents.

Authorized by Troy Couel

PLEASE CALL WITH QUESTIONS: (505) 449-5589

Accepted by C. Wayne Frases

Date of Acceptance 10/2/14

NOTE: This proposal may be withdrawn by TLC Plumbing & Utility if not accepted within 10 days of original date quoted.

FINANCE CHARGES

1.5% per month (18% per annum) service charge on past due accounts

10/10/10



U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

10/10/10

10/10/10

10/10/10

10/10/10



10/10/10
10/10/10
10/10/10

Exhibit "A"

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: March 10, 2015

TO: Mayor / Council and Village Administrator

FROM: Andrew Bertges, Fire Chief

SUBJECT: Approval to accept grant monies from the NM State Fire Protection Fund of \$52,000 and increase the Village of Angel Fire Fire Protection fund budget by that amount for the design and plans of New station 3 and the adjoining training facility located at 18 Darrel Benjamin Dr

Background/Facts

The current lease for the fire sub station and water department storage on 48 Flamingo Rd is up in less than 2 years. Rather than paying over \$30,000 a year to lease the current building, the fire department would like to build a new training facility at the public works yard. We have been awarded a grant for the design and plans of this new station and training facility.

Alternatives:

N/A

1) Financial Impact and Review:

Financial Impact: None

Budgeted Item: yes no: ☒ Funding Source: Fire Funds

Finance Department Comments and Review: _____

Finance Directors Signature

2) Attached Documents:

Proposed preliminary site plan and Building plans. Approval letter from the State Fire Marshal

3) Staff's Recommended Motion: Motion and Second to approve the grant

4)

5) Village Administrator Recommendation:

Approval:  Disapproval: _____ other: _____

Signature: 
Rick Tafoya, Village Manager

Village of Angel Fire Fire Department

P.O. Box 610
Angel Fire, New Mexico 87710
(575) 377-3347 FAX: (575) 377-6098



January 27, 2015

Dolores Baca
State Fire Marshalls' Office
Fire Service Support Bureau

Re: FY 2015 Fire Protection Grant Specifications

Hello Ms. Baca:

This letter is to provide the NM State Fire Marshall's office specifications of the 2015 Fire Protection grant the Village of Angel Fire has received. The grant award was for the design and required engineering of a main station and training facility to be utilized by the Village of Angel Fire, Moreno Valley and Eagle Nest. The location of the facility is located at 18 Darrell Benjamin Dr.

The building design will include the following:

- Infrastructure
- utilities
- site work
- structural engineering for the attached proposed building layout and building specifications.

The training facility design will include the following:

- Site plan indicating the locations of Fire station, burn buildings, training tower, hose and pump test pad, LP training pad, trench rescue training area and extrication training area.
- Design of water/hydrant distribution system for the facility
- Design of the road system
- Design of holding pond for draft training.

A majority of the specifications for the station are complete. The proposed Facility site plan has been completed but is not yet on cad or any formal media to be presented.

Please keep in mind the specifications are still being developed as this design process continues. Once completed the final design shall be submitted to the Sate Fire Marshalls office for approval.

Thank you for your time and please feel free to contact me at 505-603-0416 with any questions

Sincerely,

Andy Bertges, Fire Chief
Angel Fire Fire Department

Andrew Bertges
Fire Chief
abertges@angelfirenm.gov

575-377-3347 (Station)
575-377-6098 (Fax)

PO Box 610
Angel Fire, NM 87710

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA, VICE CHAIR
DISTRICT 4 THERESA BECENTI-AGUILAR, CHAIR
DISTRICT 5 BEN L. HALL

CHIEF OF STAFF

S. Vincent Martinez



P.O. Box 1269
1120 Paseo de Peralta, Room 413
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
John Standefer, State Fire Marshal

800-244-6702 (In state only)
(505) 476-0066
Fax: (505) 476-0100

December 23, 2014

Chief Andy Bertges
Village of Angel Fire Fire Department
P.O. Box 610
Angel Fire, New Mexico 87710

Re: Feasibility inspection of main station

Chief Bertges:

This Office has reviewed your proposal to construct a new main station which will be replacing the currently certified substation as well as the Fire Administration. Based on the information gathered during a feasibility inspection conducted by Dolores Baca, of this Office, please be advised that your request for a new station located at 18 Darrell Benjamin Rd. is within the parameters of the Fire Protection Fund Act 59A-53. The use of the Fire Protection Fund is allowed to be utilized for the construction of the requested station provided that the Village of Angel Fire Fire holds the deed to the property of which the station is to be constructed.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 for financing of the project, as a loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies. ***The Angel Fire Fire Department is currently funded for two (2) main stations and one (1) substation with an Insurance Service Office (ISO) rating of a seven (7) totaling a minimum annual base distribution of \$186,033.00.***

Please notify this Office, in writing, when the station is equipped and operational so that a certification inspection may be scheduled. Funding for the station will be available in the fiscal year following a favorable certification inspection. If it is the intention of the department to receive Fire Protection Funding in FY' 2016 a Certification Inspection shall be conducted on or before the last business day of May 2016.

Please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

Sincerely,

A handwritten signature in black ink, appearing to read "Vernon Muller".

Vernon Muller
Deputy Fire Marshal, Fire Service Bureau
New Mexico State Fire Marshal's Office

xc: Mayor and Council
File

North

60x200 hose test and
pump test asphalt pad
option 3

Effluent
Hydrant

Effluent Pond
for Drafting

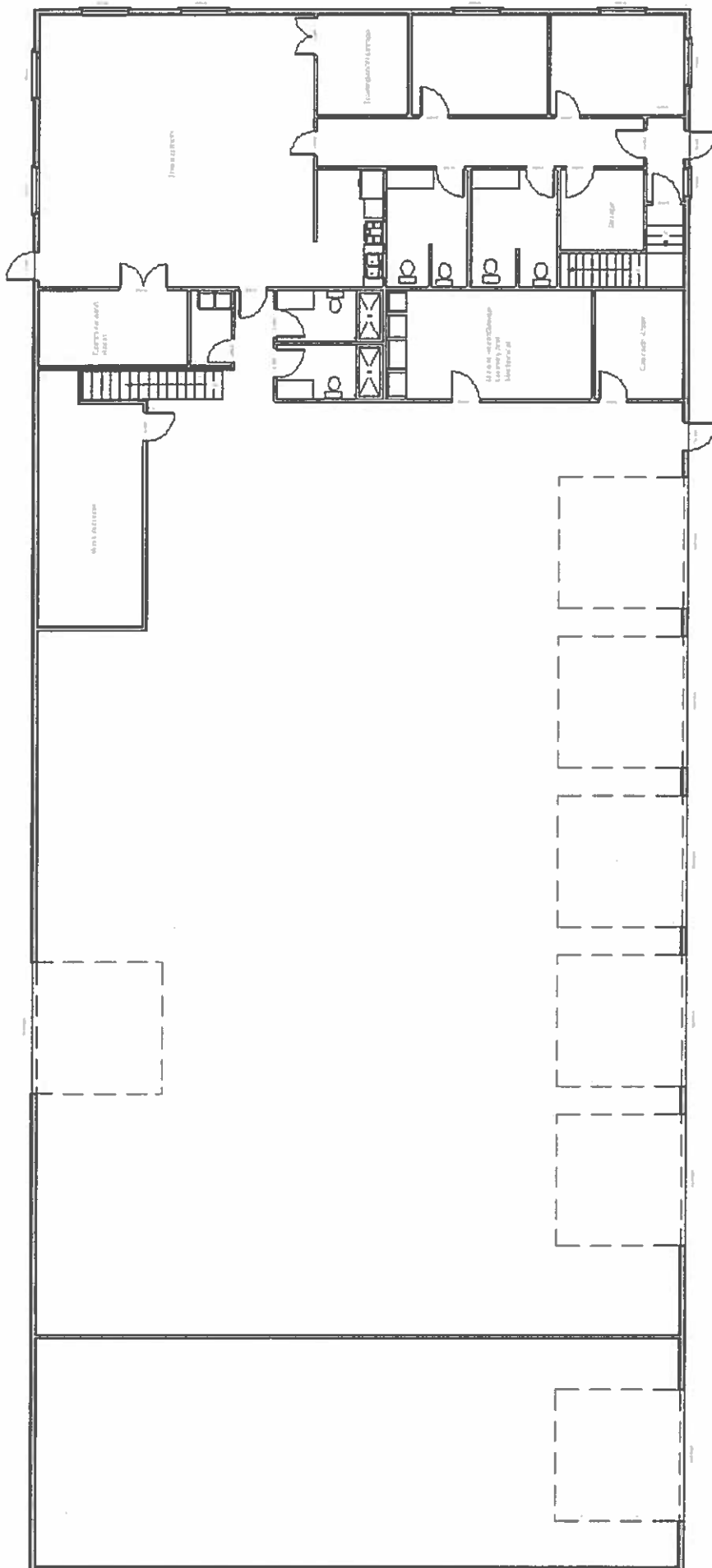
Effluent
Hydrant

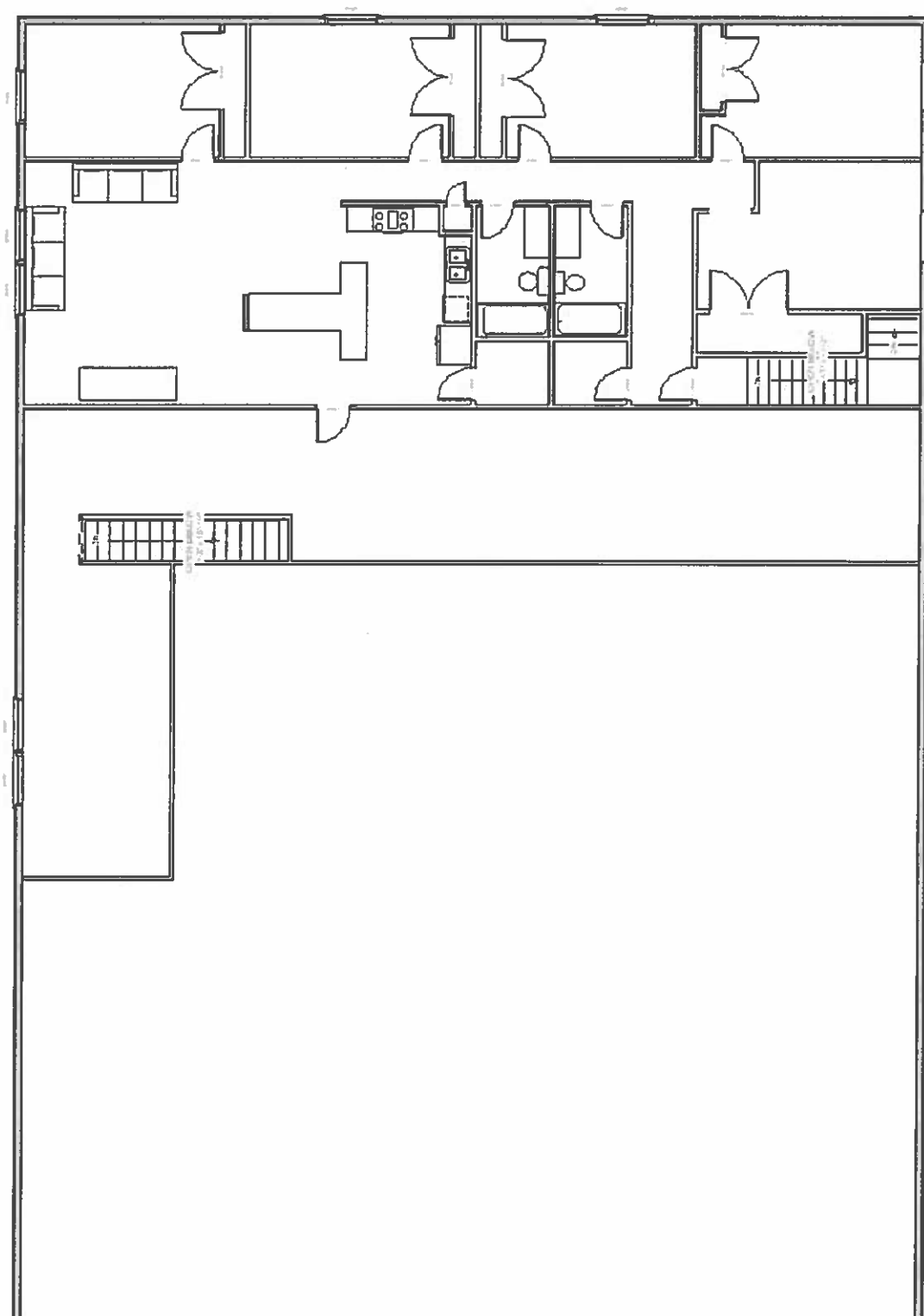
Burn Building 1

Burn Building 2

Pump Tester

Existing
Training
tower
Fixed





COUNCIL AGENDA ITEM

STAFF RECOMMENDATION

MEETING DATE: March 10, 2015

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approval to participate in the implementation of the 2015 Hazardous Fuel Treatments on Non-Federal Lands that will reduce the fire threat to New Mexico's communities

Background/Facts : The Village of Angel Fire and the Girl Scouts of New Mexico Trails Inc. wish to apply for funding for a tree thinning grant through New Mexico Energy, Minerals and Natural Resources (EMNRD). The project area, Camp Elliot Barker, is a partially wooded (270 acres wooded out of 536 total acres) with ponderosa pines in the valley and mixed conifer on the mountainside. The forest is overstocked with a basal area as high as 320 square feet per acre. The forest floor of mixed conifers has an extremely high fuel load of old logging slash and tree blow downs. This loading poses a major risk to the residences, the many visitors and the Village of Angel Fire. A potential risk for watershed damage also exists. A regional thinning contractor will be hired to provide a fuel break for the camp and the Village along the western border (adjacent to Forest Service land). This fuel break will continue the US Forest Service fuel break and will encompass 95 acres. This project will provide better forest health and serve as an example for other land owners. The estimated cost of this project is \$325,000. The Village will be responsible for a 10% in-kind match.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: Yes

Budgeted Item: X yes _____ no

Funding Source: Angel Fire Fire Department

Finance Department Comments and Review:

Finance Directors Signature

2) **Attached Documents:** Estimated Summary of Costs and Quantities, Map

3) **Staff's Recommended Motion:** Motion and Second to accept participation in the 2015 Hazardous Fuel Treatments Grant.

4) **Village Manager's Recommendation:**

Approval:  **Disapproval:** _____ **other:** _____

Manager's Comments:

Signature: 

**REQUEST FOR APPLICATIONS
FOR THE IMPLEMENTATION OF THE 2015 HAZARDOUS FUEL TREATMENTS
ON NON-FEDERAL LANDS THAT WILL REDUCE
THE FIRE THREAT TO NEW MEXICO'S COMMUNITIES**

I. BACKGROUND

The New Mexico Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Division) is seeking Applications for the implementation of the 2015 Hazardous Fuel Treatments on Non-Federal Lands to reduce the fire threat to New Mexico's communities. Eligible applicants are governmental entities, including tribal and pueblo governments that are surrounded by hazardous forest fuels, which pose a threat in the event of a wildland fire. The Division shall submit the highest scoring Applications to the U.S. Department of Agriculture, Forest Service (USFS) for possible Wildland Fire Hazardous Fuels (WFHF) funding.

II. APPLICATION FORM

All responses must be made on the 2015 Hazardous Fuel Treatments on Non-Federal Lands Project Application (Attachment 1) and must be reviewed by the applicable Division District Office prior to submittal. The Division will not evaluate Applications that have not been first reviewed by the applicable Division District Office. Information on Division District Offices may be found at <http://www.emnrd.state.nm.us/SFD/contact.html>.

III. PROJECT REQUIREMENTS

The following requirements apply to all proposed projects:

1. Projects must complement hazardous fuel reduction on USFS lands in high priority areas such as those identified in Community Wildfire Protection Plans (CWPPs) or equivalent collaborative plans.
2. If Applicants submit projects that occur on private land that include specific properties (*i.e.* if Applicants name a private property landowner in the Application), those private landowners must have been competitively procured prior to including them in the Application. In this event, Applicants shall include a copy of the competitive procurement document (public notice, Request for Proposals, etc.) along with their completed Application.
2. Projects shall reference the adjacent USFS project and identify potential impacts to state or private lands that are to be mitigated using these granted funds.
3. Projects must show collaboration and consultation between local USFS officials and community leaders. The adjacent National Forest must be involved in project

planning and implementation. All proposed projects need to contribute to strengthen the partnership between the state, USFS, and affected communities.

4. Projects require the completion of the appropriate environmental documentation.

5. All successful Applicants will be required to provide the Division with spatial data depicting the area where hazardous fuel activities were accomplished.

6. Matching funds are not required; however, the Division encourages the use of non-federal funds or in-kind contributions.

7. Projects must be completed within three years.

8. Project costs may include all costs necessary to plan and implement the projects on non-federal land only. Costs may not include those associated with educational programs, public meetings, and other activities that are not directly related to implementing a project on the ground.

9. All proposed projects must be within an approved CWPP and listed as a priority project area.

10. The Division will place more emphasis on projects that are adjacent to federal projects identified in a CWPP and that involve collaboration with project partners.

11. Funding priority is for private and tribal lands, then state or other non-federal lands, such as county and municipal-owned lands as well as lands managed by Soil and Water Conservation Districts.

12. All proposed projects must:

a) benefit a community-at-risk listed in the 2014 Communities at Risk Plan.

More information can be found at

http://www.emnrd.state.nm.us/SFD/FireMgt/documents/2014_CAR_PlanRevisionFinalMinimuized.pdf; and

b) incorporate socio-cultural values and promote the economic well-being of the area (*i.e.* use of local thinning contractor, material used by either local business or within the regional area, etc.); and

c) include a maintenance plan that clearly outlines how the project will remain effective over time.

IV. CONTACT PERSON AND APPLICATION DEADLINE

Contact person for this Request for Applications is:

Andrew Frederick
State Timber Management Officer
EMNRD, Forestry Division
1220 S. St. Francis Drive
Santa Fe, NM 87505
Telephone: (505) 476-3343
E-mail: andrewg.frederick@state.nm.us

Applicants shall provide one signed original Application, three identical hard copies, and one electronic copy on CD in Word format to the above address no later than 4:30 p.m., Mountain Daylight Time on March 20, 2015. The Division will not accept Applications that are incomplete or late. **Applications may not be sent by facsimile or e-mail.**

2015 Hazardous Fuel Treatments on Non-Federal Lands Project Application

1	Applicant Information			
	Applicant:	Village of Angel Fire/Girl Scouts of New Mexico Trails, Inc		
	Contact Person:	Fabian Mascarenas/Tracy Orr		
	Address:	P.O. Box 610		
	City/Zip Code:	Angel Fire, NM 87710		
	Phone (Work/Cell):	575-377-3232		
	Email:	fmascarenas@angelfirenm.gov/torr@angelfirenm.gov		
	Fax:	575-377-3280		
2	Community Wildfire Protection Plan (CWPP)			
	Does this community have a wildfire protection plan that has been updated in the last 5 years and that follows the Healthy Forest Restoration Act CWPP guidelines? <input type="checkbox"/> yes <input type="checkbox"/> no X <input type="checkbox"/> in process of update			
	Name of CWPP and location:	Angel Fire, NM CWPP		
	Is this project designated as a priority fuel treatment area in the CWPP plan? (check one) X <input type="checkbox"/> yes <input type="checkbox"/> no			
	Priority area:	High-Girl Scout Ranch		
	County:	Colfax		
	Latitude (decimal degrees):	36.400525N	Longitude	105.30398W
	Does the project benefit a Community-at-risk listed in the 2014 Communities at Risk Plan?			X <input type="checkbox"/> yes <input type="checkbox"/> no
	Communities and risk ratings:	Village of Angel Fire has a risk rating of high		
	Is this project within an area listed as a priority in the NM Statewide Natural Resource Assessment? – NM Assessment located at www.nmforestry.com			X <input type="checkbox"/> yes <input type="checkbox"/> no
	Is the adjacent National Forest involved in your project planning? If yes, what is name of the planned, on-going or completed FS project? _East La Jara			X <input type="checkbox"/> yes <input type="checkbox"/> no
	In areas that do not have National Forest involvement, is there local collaboration with adjacent federal, state, tribal or local agencies?			X <input type="checkbox"/> yes <input type="checkbox"/> no

3

Project Area Description**All information for the project must fit into the space provided below.**

Provide a brief overview of the project and the project area, include description of the vegetation types and how the project incorporates socio-economic values and promotes the economic well-being of the area. (I.e. use of local thinning contractor, material used by either local business or within the regional area). Attach a map showing the location of the proposed project and relationship to US Forest Service lands or projects.

The project area, Camp Elliot Barker, is owned by the Girl Scouts of New Mexico Trails, Inc. The camp resides on the north western border of the Village of Angel Fire (a high risk wild fire community). It is partially wooded (270 acres wooded of 536 total acres) with ponderosa pines in the valley and mixed conifers on the mountainside. The forest is overstocked with a basal area as high as 320 square feet per acre. The forest floor of mixed conifers has an extremely high fuel load of old logging slash and tree blow downs. This loading poses a major risk to the residences, the many visitors and the Village of Angel Fire. A potential risk for watershed damage also exists. Though the access road was widened and another added from the north, this loading compromises the egress route.

Under the management of the Village of Angel Fire and a contracted forester, a regional thinning contractor will provide a fuel break for the camp and Village along the western border (adjacent to Forest Service land). If a suitable contractor cannot be found, the Village of Angel Fire will initiate its own thinning crew and utilize equipment from a previous grant. This fuel break will continue the US Forest Service fuel break and will encompass 95 acres (approximately 1.3 miles by 600'). Also, a defensible space shall be created around the campsites and buildings to further increase protection to the occupants and property (20 acres). The access road will be thinned to provide a safe egress (10 acres). This project will also provide for better forest health and serve as an example for other land owners to follow, while the merchantable wood will be available for sale to the community by the contractor. Pile burning may be needed in inaccessible areas, but will be held at a minimum.

Provide land ownership (i.e. private, state, BLM, FS, tribal or pueblo) of the project area and the name or location of any Forest Service or other projects this proposal ties to. If on state lands, include how the cultural resource assessment will be completed.

Camp Elliot Barker is private land that borders 1.3 miles of the Carson National Forest. The US Forest Service (Camino Real Ranger District of the Carson) completed the East La Jara fuel break adjacent to the west border of the camp in 2011 with two potential SPFH units (see map).

Though not state land, the Girl Scouts use the property to teach young women the value of a healthy forest. They in turn will take this education home to other communities in the state.

	<p><i>Clearly explain how the project will be maintained and who will be responsible for maintenance activities over the next ten years.</i></p> <p>Every five years, the Girl Scouts will review the forest management plan and adjust it accordingly, as recommended by the Forest Stewardship Plan completed in 2006. Some very dense ponderosa stands of over 200 basal will be thinned to 50% of the prescribed treatment then revisited in 3-5 years to thin again, to evaluate poor ground conditions and potential blow down factors. This will be finished with in-kind donations.</p> <p>The Girl Scouts employ a full-time facilities manager who currently maintains the defensible space around the structures. He will be responsible to help maintain the forest health and monitor the property. During the project, the facilities manager will be educated in order to help monitor the effects of the project and make recommendations or proceed with any actions required.</p> <p>Forest health is very important to the Girl Scouts and will be maintained by Camp Elliot Barker for as long as they own the property to the best of their ability. The protection of all campers, visitors and residents from wildfire is of the utmost importance to the owners.</p> <p>As the Village of Angel Fire CWPP is updated, the progress and impact of the project will be reassessed.</p>
4	<p>Scope of Work / Project Timeline All information for the project must fit into the space provided below.</p>

Provide a brief scope of work which clearly describes how grant funds will be spent. (This should be more specific than the project description.) Project costs include all costs necessary for grantee to plan, implement and maintain the projects over the life of the grant. Project costs apply to non-federal lands only. NOTE: Information about match belongs in Section 5, Interagency Collaboration and Match.

The project shall follow the approved Forest Management Plan for Camp Elliot Barker (approved by NM State Forestry in February of 2013) and the Best Management Practices set forth by the New Mexico State Forestry. This treatment is designed to break up fuel continuity, increase soil stabilizing grasses and shrubs, reduce/remove the amount of downed woody debris and small trees that act as ladder fuels and reduce the forest to a basal area of 60-80 sq ft per acre. Quality assurance will be monitored by the forester and the Village.

Though the Forest Service utilized a Lop and Scatter approach, such treatment was not recommended for this property. Slash disposal will be accomplished through chipping or the use of a masticator.

Merchantable trees shall be removed from the site to help reduce the contractual cost of the thinning contractor.

The cost of the project is estimated at \$325,000 (three hundred twenty five thousand dollars).

The Village of Angel Fire has agreed to initiate and maintain the grant for its partner, the Girl Scouts of New Mexico Trails, Inc. The Village will maintain funding, solicit any required bids and initiate contracts with contractors. The treatment guidelines to be followed are from the Forest Management plan developed for Camp Elliot Barker in January of 2013 unless noted differently from the contracted forester (the author of the plan).

What is the duration of this project? (check one) ☐ One Year ☒ Two Years

Is this a continuing project from previous year/s? (check one) ☐ Yes ☒ No

If your proposal is a continuation of an earlier project, explain why it's important to expand what has already been done.

	<p><i>Provide a timeline for the project.</i></p> <p>Required estimated project time: 12 to 15 working months.</p> <p>Once awarded, the surveyor (to mark the most northern and southern boundary) and forester will be contracted to start their respective jobs.</p> <p>Any additional bids will be reviewed for the best value and a budget created.</p> <p>A thinning contractor will be awarded the contract. The thinning contractor is estimated to start in June with 4 to 5 working months for this year and finish the following year.</p>
5	<p>Interagency Collaboration and Match</p> <p><i>Specify the private, local, tribal, pueblo, county, state, federal or non-governmental (501c3) organizations that have committed to participating in your project or contributing to its completion. Describe what each will do to make the project a success. List briefly the contributions each partner will make (i.e. cash match or in-kind match such as donating time/equipment, funding, etc.).</i></p> <p>Federal Collaborators-Carson National Forest-donate time and expertise in the thinning project to tie with the La Jara project.</p> <p>State-donate time and expertise with the grant and thinning review.</p> <p>Private-Girl Scouts of New Mexico Trail, Inc.- provide the Forest management plan, hire the forester, and monitor site security.</p> <p>Local-Village of Angel Fire-help manage the funding, provide time from Finance, Grants, Fire Dept and Village Manager to manager the overall project. Village of Angel Fire will provide a 10% in-kind match.</p>
6	<p>Hazard Fuels Reduction</p>

	Number of acres to be treated: 125		
	Number of communities directly affected by this project:	5	Estimated cost per acre: \$2,600
7	Project Budget (\$ Amount Requested)		
	Personnel/Labor:		
	Operating:		
	Travel:		
	Contractual Services:	\$325,000	
	Equipment:		
	Indirect Costs:		
	TOTAL:	\$325,000	

Submitted by:

Fabian Mascarenas

Authorized Representative (Please print name)

Signature: _____

Date: 3/3/15

The Division will score Applications based upon:

Meets the funding authority requirements		Yes = Eligible for scoring	No = Ineligible		
Has been reviewed by local Forestry District Office		Yes = Eligible for scoring	No = Ineligible		
1	Is this project achievable (time, goals, etc.)? Does this project's budget agree with the number of acres treated?	Yes = 20	Yes but needs revision = 10	No = 0	
2	Is the National Forest involved in the project planning?	Yes = 5		No = 0	
3	Is this project measurable? (# of acres treated, material being utilized locally, project completed by local contractor)	Yes = 15	Yes but needs revision = 5	No = 0	
4	Does the proposal discuss how the project will be maintained? Does the project have a maintenance plan? (Note: preference will be given to those projects clearly showing how it will remain effective over time)	Yes = 20	Yes but needs revision=10	No = 0	
5	Is the Applicant clearly showing collaborative elements and committed partners?	Yes = 5		No = 0	
6	Does the project either tie into a completed project, or leverage an ongoing project or a planned project? (FS)	Yes = 5		No = 0	
7	Is this project implemented from an existing CWPP? (Note: The Division will give preference to those projects that are listed as priority in a completed plan.)	Completed with an update in progress= 10	Completed = 8	Initial CWPP in progress = 5	None = 0
8	Does the project budget clearly show costs and match that are reasonable and tie directly to the scope of work?	Yes = 10	Yes but needs revision = 5	No = 0	
Total point possible = 90					

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: March 10, 2015

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve Resolution 2015-04 Authorizing Submittal of an Application for the 2015-2016 NMDOT Municipal Arterial Program for Street and Drainage Improvements to Camino Grande, Phase III

Background/Facts : The Village of Angel Fire is seeking funding for the construction, reconstruction, drainage improvements and construction management of Camino Grande from NMSR 434 to just past Darrel Benjamin Road. Construction for the first Phase of this project is anticipated to begin in Spring 2015 and will commence from NMSR 434 east approximately 1700 feet. The 2015 MAP application will continue the road improvements toward Louise Trammel Way. Planning and design for the project has been completed.

Alternatives: N/A

1) **Financial Impact and Review:**

Financial Impact: No

Budgeted Item: Yes

Funding Source: Streets Department

Finance Department Comments and Review:

Finance Directors Signature

2) **Attached Documents:** Resolution 2015-04

3) **Staff's Recommended Motion:** Motion and Second to Approve Resolution 2015-04, authorizing submittal of an application for the New Mexico Municipal Arterial Program

4) **Village Manager's Recommendation:**

Approval:  **Disapproval:** _____ **other:** _____

Manager's Comments:

Signature:  _____

RESOLUTION NO. 2015-04

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE
2015-2016 NEW MEXICO DEPARTMENT OF TRANSPORTATION
MUNICIPAL ARTERIAL PROGRAM FOR
STREET AND DRAINAGE IMPROVEMENTS
TO CAMINO GRANDE, PHASE III**

WHEREAS, *The Village of Angel Fire, New Mexico a municipal corporation, acting by its Village Council (the governing body), is in support of seeking funding assistance, in full or in part, for the construction, reconstruction, drainage improvements, and construction management of Camino Grande from NMSR 434 to Moreno Valley High School (Phase III) and;*

WHEREAS, *The State Maintenance Bureau of the New Mexico Department of Transportation is soliciting applications for the Department's Municipal Arterial Program (MAP) for fiscal year 2015-2016 which includes major local service streets, and;*

WHEREAS, *Camino Grande is considered major local service streets by the Village of Angel Fire, and;*

WHEREAS, *Design is complete and funds are necessary for construction and;*

WHEREAS, *the New Mexico Department of Transportation requests, as part of the application procedure, passage and submittal of a local government resolution of support for the project, and;*

NOW THEREFORE, BE IT RESOLVED, *by the Village of Angel Fire Council, on behalf of the Village of Angel Fire, New Mexico, support for the preparation and submittal of an application in accordance with the procedures established by the New Mexico Department of Transportation.*

PASSED, APPROVED, and ADOPTED this 10th day of March, 2015.

Barbara Cottam, Mayor

Attest:

Terry Cordova, Village Clerk

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: March 10, 2015

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approve Grant Agreement between New Mexico Department of Transportation and the Village of Angel Fire for the Recreational Trails Program (RTP) funds for the purchase of Trail Maintenance Equipment.

Background/Facts : The Village of Angel Fire has been awarded \$2926.03 from NMDOT to purchase Trail Maintenance Equipment. The local match is 14.56% or \$426.03 and the federal share is 85.44% or \$2,500. Items purchased with this grant will include a lawnmower, spot sprayer, earth auger, mini cultivator, chainsaw and a blower.

Alternatives: N/A

1) Financial Impact and Review:

Financial Impact: Match of \$426.03

Budgeted Item: __yes __X__no

Funding Source:

Finance Department Comments and Review:

Finance Directors Signature

2) Attached Documents: Resolution 2014-33

3) Staff's Recommended Motion: Motion and Second to approve a grant agreement between NMDOT and the Village of Angel Fire for the Recreational Trails Program for the purchase of Trail Maintenance Equipment.

4) Village Manager's Recommendation:

Approval: 7 **Disapproval:** _____ **other:** _____

Manager's Comments:

Signature:  _____

RESOLUTION #2015-05

**A RESOLUTION APPROVING A GRANT AGREEMENT BETWEEN THE NEW MEXICO
DEPARTMENT OF TRANSPORTATION AND THE VILLAGE OF ANGEL FIRE FOR THE
RECREATIONAL TRAILS PROGRAM (RTP) FUNDS FOR THE PURCHASE OF TRAIL
MAINTENANCE EQUIPMENT**

WHEREAS, The Village of Angel Fire Council is in support of approving a grant agreement with the New Mexico Department of Transportation for the Recreational Trails Program (RTP), and;

WHEREAS, The Village of Angel Fire has been awarded \$2,926.03 from NMDOT to purchase trail maintenance equipment, and;

WHEREAS, the federal share of the grant is 85.44% or \$2,500 and the Village share is 14.56% or \$426.03, which will be mostly in-kind, and;

WHEREAS, the funding will be used to purchase a lawnmower, spot sprayer, earth auger, mini cultivator, chainsaw and blower, and;

NOW THEREFORE, BE IT RESOLVED, that the Village of Angel Fire Council, on behalf of the Village of Angel Fire, New Mexico, approves the Recreational Trails Program grant funds in the amount of \$2,926.03. be used to purchase trail maintenance equipment.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2015.

Barbara Cottam, Mayor

Attest:

Terry Cordova, Village Clerk



New Mexico DEPARTMENT OF
TRANSPORTATION

February 17, 2015

Tracy Orr
Grant Administrator
Village of Angel Fire
P.O. Box 610
Angel Fire, NM 87710

Dear Ms. Orr,

Enclosed for your coordination of signatures are three originals of the Grant Agreement between the New Mexico Department of Transportation and Village of Angel Fire for Recreational Trails Program (RTP) funds for your project: Purchase of Trail Maintenance Equipment. Please return all three originals, once signed, to my attention at the address indicated below within 10 business days of your receipt of this letter. If you anticipate a problem with this schedule, please let me know so that we can coordinate on a timeframe.

One original will be returned to you upon final execution of the agreement.

If you have any questions concerning this agreement, or if I can be of further assistance, please contact me at (505) 827-5117.

Sincerely,

Aaron J. Detter
Recreational Trails Program Coordinator
Asset Management and Planning Division
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, NM 87504-1149

Enclosures

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

Contract No. _____
Vendor No. 48993
Project No. RT15006
Control No. RT15006

GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the "Department") and the Village of Angel Fire (the "Grantee"). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee Recreational Trails Program (RTP) funds for the following project: Control Number RT15006, Purchase of Trail Maintenance Equipment. The total project cost is \$2,926.03. The local match shall be 14.56% and the federal (reimbursable) share shall be 85.44%, as shown in Exhibit A.

2. **Scope of Work.** The Grantee shall perform the professional services stated in Exhibit A.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in Exhibit A. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty (30) days after termination of this agreement.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for five years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.

6. **Termination.** The Department may terminate this agreement for any reason, by

giving the Grantee thirty (30) days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:

- (1) this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- (2) if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and
- (3) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- (1) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. § 21;
- (2) all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, §§ 28-1-1 through -15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.); and
- (3) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, §§ 52-1-1 through -70, and related regulations.

9. **Notices.** For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

Department:

Aaron J. Detter
Recreational Trails Program Coordinator
New Mexico Department of Transportation

P.O. Box 1149
Santa Fe, NM 87504
(505) 827-5117
aaron.detter@state.nm.us

Grantee:

Tracy Orr
Grant Administrator
Village of Angel Fire
P.O. Box 610
Angel Fire, NM 87710
(575) 377-3232 ext. 115
torr@angelfirenm.gov

10. **Severability.** The parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. **Term.** This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty (60) days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at 12:00 AM on October 1, 2016 unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This agreement constitutes the entire understanding between the

parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

19. **Disadvantaged Business Enterprise.** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Each party is signing this agreement on the date stated opposite that party's signature.

Date: _____, 2015

DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: March 5, 2015

VILLAGE OF ANGEL FIRE

By: [Signature]
Title: Interim Mayor

Approved as to form and legal sufficiency.

Date: 20 Feb, 2015

By: [Signature]
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

Date: _____, 2015

By: _____
Counsel for Village of Angel Fire

Exhibit A

SCOPE OF WORK, DISPOSITION OF PROPERTY, AND REIMBURSEMENT

1. **Scope of Work.** The Grantee shall purchase the following trail maintenance equipment, or equivalent:

- lawnmower with 21" deck
- 16-gallon tank spot sprayer
- two-person 52cc earth auger
- 40cc mini cultivator
- chainsaw
- back-pack-style, gas-powered blower

2. **Disposition of Property.** All equipment procured under this Agreement shall be the property of the Grantee or its local government designee. All costs associated with ownership and maintenance shall be the responsibility of the Grantee or its local government designee. Purchased equipment shall be included on the Grantee's inventory records, per state and federal requirements, and shall meet Buy America requirements.

3. **Reimbursement.** The Department will reimburse the Grantee upon receipt of a reimbursement request with supporting documentation showing that expenses have been paid by the Grantee. Requests are to be submitted at least quarterly (federal fiscal year) no later than twenty five (25) days after the last day of the quarter. Requests must be submitted using the cover sheet provided by the Department, be completed fully and correctly, include the supporting documentation required by the Department, and be signed by the Grantee's designated representative. Requests shall certify that the invoices accurately reflect work completed, amount due, and remaining balance. The Department reserves the right to withhold reimbursement if any of the foregoing requirements are not met. The final reimbursement request must be received by the Department no later than thirty (30) days after the termination date of this Agreement. The Department will not reimburse the Grantee for any costs incurred prior to the full execution of the Agreement, prior to the Grantee's receipt of a purchase order (which will serve as the Notice to Proceed), after the expiration of the Agreement, or in excess of the federal award noted in section 1.

FEDERAL SHARE (REIMBURSABLE)	LOCAL MATCH	TOTAL PROJECT COST
\$2,500.00	\$426.03	\$2,926.03

COUNCIL AGENDA ITEM
STAFF RECOMMENDATION

MEETING DATE: March 10, 2015

TO: Mayor / Council and Village Manager

FROM: Tracy Orr

SUBJECT: Approval to participate in the LGRF Cooperative Agreement program (SP) administered by the New Mexico Department of Transportation

Background/Facts : The Village of Angel Fire is expressing their intention to participate in the LGRF Cooperative Agreement 2015/2016 program. We have participated in this program before. The project will be for the plan, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction for approximately 1300 feet of San Felipe Circle starting at the northwest corner of the intersection of Via del Rey and San Felipe Circle. This project has an estimated cost of \$ 48,526.34, including GRT, with matching funds of \$12,132. The Village match will consist primarily of in-kind services.

Alternatives: N/A

1) Financial Impact and Review:

Financial Impact: Yes

Budgeted Item: X yes _____ no

Funding Source: Streets Department Maintenance Budget

Finance Department Comments and Review:

Finance Directors Signature

2) Attached Documents: Estimated Summary of Costs and Quantities, Map

3) Staff's Recommended Motion: Motion and Second to accept participation in the LGRF Cooperative Agreement program.

4) Village Manager's Recommendation:

Approval: ✓ **Disapproval:** _____ **other:** _____

Manager's Comments:

Signature: 

RESOLUTION #2015-06

**A RESOLUTION FOR APPROVAL TO PARTICIPATE IN THE LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT PROGRAM FOR FY2015-2016 ADMINISTERED BY THE NEW
MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, The Village of Angel Fire Council approves participation in the LGRF Cooperative Agreement administered by the New Mexico Department of Transportation and;

WHEREAS, the project will be for the plan, design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction and;

WHEREAS, the project will be for approximately 1300 feet of San Felipe Circle starting at the northwest corner of the intersection of Via del Rey and San Felipe Circle and;

WHEREAS, the project has an estimated cost of \$48,526.34, including GRT, with matching funds of \$12,132, which will consist primarily of in-kind services and;

NOW THEREFORE, BE IT RESOLVED, that the Village of Angel Fire Council, on behalf of the Village of Angel Fire, New Mexico, approves participating in the Local Government Road Fund Cooperative Agreement for FY2015-2016 administered by the New Mexico Department of Transportation.

PASSED, APPROVED, and ADOPTED this 10th day of March, 2015.

Barbara Cottam, Mayor

Attest:

Terry Cordova, Village Clerk

Village of Angel Fire
2015-16 Proposed Cooperative Agreement Program (SP)
January 2015

- **No**, we do not wish to request participation in the 2015-16 Cooperative Agreement Program

☒ **Yes**, we do wish to participate in the 2015-16 Cooperative Agreement Program in the proposed amount of \$48,526.34 Attached please find the requested information.

Requested information is as follows:

- A. The location of the proposed project, including a map detailing the Street or parking areas, certification that it is a municipal street or school parking area(s).
- B. Scope of the proposed work including estimated quantities and funding amounts.
- C. The justification that the proposed project is necessary for the public's good and convenience.
- D. Source of matching funds including letter of intent from your local governing body assuring that the proposed matching funds are available for participation on proposed project.

As in the past, it is anticipated that the funding will be limited thus making it imperative that you comply with the above requested information. The District will utilize all information to determine priorities. Submittals after the deadline may result in exclusion from the program.

It is imperative that you supply information on the type of work you intend to undertake with the funding in order to avoid delays in the finalization of the paperwork.

ESTIMATED SUMMARY OF COSTS AND QUANTITIES

ENTITY: Village of Angel Fire, NM D0: CN:
 PROJECT
 No.:
 TERMINI: Intersection of Via de Rey north on San Felipe Circle approximately 1300 feet

SCOPE OF

WORK: Plan, design, construction management, construction, reconstruction, pavement rehab,
drainage improvements and miscellaneous construction

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	ESTIMATED COST
1	Grader	hrs.	96 hrs	\$42.20	\$4,051.20
2	Roller	hrs.	96 hrs	\$26.20	\$2,515.20
3	Water Truck	hrs.	96 hrs	\$15.25	\$1,464.00
5	Dump Truck	hrs.	152 hrs	\$24.80	\$3,769.60
6	Backhoe	hrs.	8 hrs	\$39.60	\$316.80
	Total Equipment				\$12,116.80
7	Grader Operator	hrs	96 hrs	\$29.13	\$2,796.48
8	Roller Operator	hrs	96 hrs	\$29.13	\$2,796.48
9	Water Truck Operator	hrs	96 hrs	\$29.13	\$2,796.48
11	Dumper Truck Operator	hrs	152 hrs	\$29.13	\$4,427.76
12	Backhoe Operator	hrs	8 hrs	\$29.13	\$233.04
	Total Operator Cost				\$13,050.24
13	Total 2 Minus Road Material	Tons	2000	\$10.00	\$20,000.00
	Subtotal				\$45,167.04
	NMGRT (7.4375)				\$3,359.30
	TOTAL				\$48,526.34

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